

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KATHERINE CRAWFORD	:
1331 South 17 <sup>th</sup> Street	:
Philadelphia, PA 19146	:
	:
JAMES CRAWFORD	: No. 14-cv-
1802 Morris Street	:
Philadelphia, PA 19145	:
	:
ROCHELLE BROWN	:
1339 South Stanley Street	:
Philadelphia, PA 19146	:
	:
JANICE CRAWFORD-SHARIF	:
1331 South 17 <sup>th</sup> Street	:
Philadelphia, PA 19146	:
	:
Plaintiffs	:
	:
v.	:
	:
KHALILAH ROBINSON	:
2112 Dorrance Street	:
Philadelphia, PA 19145	:
	:
KHALIL MUNIR	:
336 East Mt. Airy Avenue	:
Philadelphia, PA 19119	:
	:
TEQUINA SIMON	:
5722 W. Oxford Street	:
Philadelphia, PA 19131	:
	:
JAMES ROSCOE SMITH, III	:
2513 North 24 <sup>th</sup> Street	:
Philadelphia, PA 19132	:
	:
OCWEN Loan Servicing, LLC	:
1661 Worthington Road, #100	:
West Palm Beach, FL 33409	:

U.S. Bank, National Association, :  
As Trustee for the CMLTI Asset- :  
Backed Pass-Through Certificates :  
Series 2007-AMC3 :  
425 Walnut St. :  
Cincinnati, OH 45202 :  
:  
Pennsylvania Housing Finance :  
Administration (PHFA) :  
211 North Front Street :  
P.O. Box 15530 :  
Harrisburg, PA 17105-5530 :  
:  
The Department of Housing and :  
Urban Development :  
The Wanamaker Building :  
100 Penn Square East :  
Philadelphia PA 19107-3380 :  
:  
Defendants :

NOTICE OF REMOVAL

TO THE CLERK OF THE UNITED STATES DISTRICT  
COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA:

Pursuant to 28 U.S.C. Sections 1441(a), 1442(a)(1), and  
1444, the United States of America, on behalf of defendant U.S.  
Department of Housing and Urban Development ("HUD"), an agency of  
the United States, hereby removes this action to the United States  
District Court for the Eastern District of Pennsylvania and  
represents the following in support thereof:

1. This is a property ownership dispute and a purported

action to quiet title in the Court of Common Pleas for Philadelphia County, Pennsylvania. A copy of the state court complaint is attached hereto, along with cover correspondence, the docket entries in the state court action, and a scheduling order issued by the state court on June 26, 2014.

2. The complaint was filed in the Court of Common Pleas, Philadelphia County, on April 7, 2014. A Praecipe to Reinstate Complaint was served on defendants on May 23, 2014.

3. HUD is one of the named defendants in this purported quiet title action and is an agency of the United States.

4. Removal of the subject action by HUD to this Court is, therefore, proper under 28 U.S.C. Sections 1442(a)(1) and 1444.

5. The United States has not been properly served as required by 28 U.S.C Section 2410(b).

6. Removal of the suit to this Court is, therefore, timely pursuant to 28 U.S.C. Section 1446(b).

7. A copy of this notice is being filed with the Prothonotary of the Court of Common Pleas for Philadelphia County, Pennsylvania and has been served on all parties pursuant to 28 U.S.C. Section 1446(b).

Respectfully submitted,

ZANE DAVID MEMEGER  
United States Attorney  
/s/ Margaret L. Hutchinson  
MARGARET L. HUTCHINSON  
Assistant United States Attorney  
Chief, Civil Division

/s/ Richard M. Bernstein  
RICHARD M. BERNSTEIN (PA. #23044)  
Assistant United States Attorney  
615 Chestnut Street Suite 1250  
Philadelphia PA 19106-4476  
(215) 861-8334  
(215) 861-8618 (fax)

CERTIFICATE OF SERVICE

I hereby certify, this 9<sup>th</sup> day of July, 2014, that a copy of the foregoing Notice of Removal was served by United States mail, first-class, postage prepaid on Michael R. Froehlich, Esquire, Community Legal Services, Inc., 1410 West Erie Avenue, Philadelphia PA 19140, counsel for the plaintiffs, and the named defendants listed hereinabove.

/s/ Richard M Bernstein  
RICHARD M. BERNSTEIN  
Assistant United States Attorney



COMMUNITY LEGAL SERVICES  
OF PHILADELPHIA

April 7, 2014

KHALILAH ROBINSON  
2112 Dorrance Street  
Philadelphia, PA 19145

KHALIL MUNIR  
336 East Mt. Airy Avenue  
Philadelphia, PA 19119

TEQUINA SIMON  
5722 W. Oxford Street  
Philadelphia, PA 19131

JAMES ROSCOE SMITH, III  
2513 North 24<sup>th</sup> Street  
Philadelphia, PA 19132

OCWEN Loan Servicing, LLC  
1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409

U.S. Bank, National Association, as Trustee  
for the CMLTI Asset-Backed Pass-Through  
Certificates, Series 2007-AMC3  
425 Walnut St.  
Cincinnati, OH 45202

Pennsylvania Housing Finance  
Administration (PHFA)  
211 North Front Street  
P.O. Box 15530  
Harrisburg, PA 17105-5530

✓ The Department of Housing and Urban  
Development  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-3380

Re: Crawford v. Robinson, et al,  
Philadelphia Court of Common Pleas No. 140400091

To Whom it May Concern:

Enclosed please find a copy of the Complaint in the above-captioned Quiet Title action in which you are named as a defendant. In accordance with Pennsylvania Rules of Civil Procedure 402, 403, and 404, this is intended as service of original process.

Sincerely yours,

Michael R. Froehlich  
Attorney

Enclosure.



COMMUNITY LEGAL SERVICES  
OF PHILADELPHIA

FILED  
F. D. C.  
2014 MAY 23 AM 10:59

May 23, 2014

KHALILAH ROBINSON  
2112 Dorrance Street  
Philadelphia, PA 19145

KHALIL MUNIR  
336 East Mt. Airy Avenue  
Philadelphia, PA 19119

TEQUINA SIMON  
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The Department of Housing and Urban  
Development ✓  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-3380

Re: Crawford v. Robinson, et al,  
Philadelphia Court of Common Pleas No. 140400091

To Whom It May Concern:

Enclosed please find a copy of the Praecipe to Reinstate Complaint in the above-captioned Quiet Title action in which you are named as a defendant.

Sincerely yours,

/s/ Henry A. Jefferson  
Henry A. Jefferson  
Paralegal

cc: Michael R. Froehlich  
Supervising Attorney

Enclosure.

Court of Common Pleas of Philadelphia County  
Trial Division  
**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

**APRIL 2014****000091**

E-Filing Number: 1404012398

PLAINTIFF'S NAME KATHERINE CRAWFORD		DEFENDANT'S NAME KHALILAH ROBINSON	
PLAINTIFF'S ADDRESS 1331 SOUTH 17TH STREET PHILADELPHIA PA 19146		DEFENDANT'S ADDRESS 2112 DORRANCE STREET PHILADELPHIA PA 19145	
PLAINTIFF'S NAME JAMES CRAWFORD		DEFENDANT'S NAME KHALIL MUNIR	
PLAINTIFF'S ADDRESS 1802 MORRIS STREET PHILADELPHIA PA		DEFENDANT'S ADDRESS 336 EAST MT. AIRY AVENUE PHILADELPHIA PA 19119	
PLAINTIFF'S NAME ROCHELLE BROWN		DEFENDANT'S NAME TEQUINA SIMON	
PLAINTIFF'S ADDRESS 1339 SOUTH STANLEY STREET PHILADELPHIA PA 19146		DEFENDANT'S ADDRESS 5722 W. OXFORD STREET PHILADELPHIA PA 19131	
TOTAL NUMBER OF PLAINTIFFS  4	TOTAL NUMBER OF DEFENDANTS  8	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY  <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input checked="" type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE Q1 - QUIET TITLE			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		FILED <b>PRO PROTHY</b> APR 07 2014 J. MURPHY	
		IS CASE SUBJECT TO COORDINATION ORDER? YES    NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>KATHERINE CRAWFORD , JAMES CRAWFORD</u> <u>, ROCHELLE BROWN , JANICE CRAWFORD-</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY MICHAEL R. FROEHLICH		ADDRESS COMMUNITY LEGAL SERVICES INC. 1410 W. ERIE AVE. PHILADELPHIA PA 19140	
PHONE NUMBER (215) 227-4733	FAX NUMBER (215) 227-2435		
SUPREME COURT IDENTIFICATION NO. 92767		E-MAIL ADDRESS mfroehlich@clsphila.org	
SIGNATURE OF FILING ATTORNEY OR PARTY MICHAEL FROEHLICH		DATE SUBMITTED Monday, April 07, 2014, 12:54 pm	

**COMPLETE LIST OF PLAINTIFFS:**

1. JANICE CRAWFORD-SHARIF  
1331 SOUTH 17TH STREET  
PHILADELPHIA PA 19146
2. ROCHELLE BROWN  
1339 SOUTH STANLEY STREET  
PHILADELPHIA PA 19146
3. JAMES CRAWFORD  
1802 MORRIS STREET  
PHILADELPHIA PA
4. KATHERINE CRAWFORD  
1331 SOUTH 17TH STREET  
PHILADELPHIA PA 19146

**COMPLETE LIST OF DEFENDANTS:**

1. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  
THE WANAMAKER BUILDING 100 PENN SQUARE EAST  
PHILADELPHIA PA 19107
2. PENNSYLVANIA HOUSING FINANCE ADMINISTRATION (PHFA)  
211 NORTH FRONT STREET P.O. BOX 15530  
HARRISBURG PA 17105
3. U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE  
425 WALNUT ST.  
CINCINNATI OH 45202
4. OCWEN LOAN SERVICING, LLC  
1661 WORTHINGTON ROAD SUITE 100  
WEST PALM BEACH FL 33409
5. JAMES ROSCOE. SMITH III  
2513 NORTH 24TH STREET  
PHILADELPHIA PA 19132
6. TEQUINA SIMON  
5722 W. OXFORD STREET  
PHILADELPHIA PA 19131
7. KHALIL MUNIR  
336 EAST MT. AIRY AVENUE  
PHILADELPHIA PA 19119
8. KHALILAH ROBINSON  
2112 DORRANCE STREET  
PHILADELPHIA PA 19145



COMMUNITY LEGAL SERVICES

By: Michael R. Froehlich  
Attorney I.D. No. 92767  
1410 W. Erie Ave.  
Philadelphia, PA 19140  
[mfroehlich@clsphila.org](mailto:mfroehlich@clsphila.org)  
(215) 227-4733

Attorney for Plaintiffs

Katherine Crawford, James Crawford,  
Rochelle Brown, and Janice Crawford-Sharif

---

KATHERINE CRAWFORD

1331 South 17<sup>th</sup> Street  
Philadelphia, PA 19146

JAMES CRAWFORD

1802 Morris St.  
Philadelphia, PA 19145

ROCHELLE BROWN

1339 South Stanley Street  
Philadelphia, PA 19146

JANICE CRAWFORD-SHARIF

1331 South 17<sup>th</sup> Street  
Philadelphia, PA 19146

Plaintiffs

v.

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

CIVIL DIVISION

APRIL TERM, 2014

NO.

KHALILAH ROBINSON  
2112 Dorrance Street  
Philadelphia, PA 19145

KHALIL MUNIR  
336 East Mt. Airy Avenue  
Philadelphia, PA 19119

TEQUINA SIMON  
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Harrisburg, PA 17105-5530

The Department of Housing and Urban  
Development  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-3380

Defendants

**COMPLAINT – QUIET TITLE**

**NOTICE TO DEFEND**

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiffs. You may lose money or property or other rights important to you.

*YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.*

**Philadelphia Bar Association  
Lawyer Referral and Information Service  
One Reading Center  
Philadelphia, Pennsylvania 19107  
(215) 238-6333  
TTY (215) 451-6197**

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

*LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.*

**Asociacion De Licenciados De Filadelfia  
Servicio De Referencia E Informacion Legal  
One Reading Center  
Filadelfia, Pennsylvania 19107  
(215) 238-6333  
TTY (215) 451-6197**

**COMPLAINT – CIVIL ACTION**

Plaintiffs, KATHERINE CRAWFORD, JAMES CRAWFORD, ROCHELLE BROWN, and JANICE CRAWFORD-SHARIF, through their undersigned attorney, by way of Complaint brought pursuant to Pa. R.C.P. 1061 *et seq.*, avers as follows:

1. Plaintiffs herein are KATHERINE CRAWFORD, JAMES CRAWFORD, ROCHELLE BROWN, and JANICE CRAWFORD SHARIF, adult individuals with last known addresses as captioned above.

2. Defendants herein are KHALILAH ROBINSON, KHALIL MUNIR, TEQUINA SIMON, and JAMES ROSCOE SMITH, III, adult individuals with last known addresses as captioned above. OCWEN Loan Servicing, LLC; U.S. Bank, National Association, as Trustee for the CMLTI Asset-Backed Pass-Through Certificates, Series 2007-AMC3; Pennsylvania Housing Finance Administration (“PHFA”); and The Department of Housing and Urban Development (“HUD”), corporations with addresses as captioned above.

3. Jurisdiction and venue are proper given that the real property at issue is located in Philadelphia County.

4. The Property subject of this action is known as 1331 South 17<sup>th</sup> Street, Philadelphia, PA 19146. Said Property is more particularly described in the legal description attached hereto as Exhibit A.

5. By virtue of a deed dated August 14, 1998 (the “Deed”), title to the Property was transferred from Lorraine Crawford, Administrator of the Estate of James Crawford, Sr., and Lorraine Crawford, James Crawford, Felcia Crawford, Kathy Crawford, and Rochelle Smith Brovon, to Lorraine Crawford. The Deed was recorded in the Philadelphia County Recorder of

Deed Office on November 3, 1998, in Book 0840 at Page 219. A true and correct copy of the Deed is attached hereto as Exhibit B.

6. This deed is a fraud.

7. Sarah Crawford (aka Sarah Bowles) and James Crawford, Sr. were the biological parents of six children: James Crawford (DOB 7/13/1947), Felicia Crawford (DOB 12/20/1948; DOD 5/11/2005); Rochelle Brown (DOB 9/11/1951), Lorraine Crawford (DOB 1/12/1954, DOD 12/18/2013); Janice Crawford-Sharif (DOB 7/23/1955); and Katherine Crawford (DOB 11/5/1962). In addition, Sarah Crawford was the biological mother of Alfred Bowles (DOB 1/24/1945).

8. Felicia Crawford died intestate on May 11, 2005. See Exhibit S. She never married. Upon information and belief, her only child, Zachary Crawford, is her sole heir.

9. As discussed in more detail below, Lorraine Crawford (aka Lorraine Inez Smith) died on December 18, 2013. See Exhibit O.

10. James Crawford, Rochelle Brown, Janice Crawford-Sharif, Katherine Crawford, and Alfred Bowles are alive.

11. The Property at issue in this Quiet Title action was transferred from 26-year-old Alfred Bowles and his wife at the time, Sharon A. Bowles, to Alfred's mother, Sarah Crawford, on November 20, 1971. See Exhibit R. At the time, Sarah Crawford was married to James Crawford, Sr., but the property was deeded only to Sarah Crawford. Id.

12. Sarah Crawford died intestate on May 21, 1978. At the time of her death, the Property passed, by the rules of intestate succession, to James Crawford, Sr. (1/2 share), Alfred Bowles (1/14 share), James Crawford (1/14 share), Felicia Crawford (1/14 share), Rochelle

Brown (1/14 share), Lorraine Crawford (1/14 share), Janice Crawford-Sharif (1/14 share), and Katherine Crawford (1/14 share).

13. James Crawford, Sr. died intestate on June 5, 1991. At the time of his death, his 1/2 share in the property passed, by the rules of intestate succession, to his six children (excluding Alfred Bowles who was his un-adopted step-son) in equal shares.

14. After James Crawford, Sr.'s death, the Property was owned by Alfred Bowles (1/14 share), James Crawford ( $1/14 + 1/12 = 13/84$  share), Felicia Crawford (13/84 share), Rochelle Brown (13/84 share), Lorraine Crawford (13/84 share), Janice Crawford-Sharif (13/84 share), and Katherine Crawford (13/84 share).

15. After James Crawford, Sr.'s death in 1991, Lorraine Crawford caused herself to be appointed sole Administrator of the Estate. See Exhibit T.

16. On November 3, 1998, Lorraine Crawford caused to be recorded a Deed that purported to transfer the Property to herself from the Estate of James Crawford, Sr. and James' heirs. See Exhibit B.

17. The Deed contains the purported signatures of Lorraine Crawford, James Crawford, Felicia Crawford, Kathy Crawford, and Rochelle Smith Brown. The signatures were purportedly notarized by Angelo M. Mattei, Notary Public.

18. James Crawford and Felicia Crawford signed the document at the instruction of Lorraine Crawford. Lorraine Crawford advised them that the document was solely for the purpose of receiving a loan to remodel the house. They were not advised that they were transferring the ownership of their home. They did not sign the deed in the presence of a notary.

19. At the time the deed was purportedly signed, Katherine Crawford—cf. “Kathy Crawford”—was living in the city of Cypress, California. The signature on the deed is not

Katherine Crawford's signature. Katherine Crawford has never signed her name "Kathy Crawford."

20. At the time the deed was purportedly signed, Rochelle Smith was using her married name, Rochelle Smith Brown. Her name on the deed is spelled Rochelle Smith Brovon. The signature on the deed is not Rochelle Smith's signature.

21. The name and signature of Janice Crawford Sharif, Lorraine Crawford's sister and an heir to the Property, is missing entirely from the deed.

22. The name and signature of Alfred Bowles, Lorraine Crawford's half-sibling and an owner of 1/14 share of the Property since his mother's, Sarah Crawford's, death in 1978, is missing entirely from the deed.

23. On the same date that the Deed was recorded, a mortgage on the Property in the amount of \$28,000, was recorded from Pacific Thrift and Loan Company to Lorraine Crawford. The Mortgage was recorded in the Philadelphia County Recorder of Deed Office on November 3, 1998, in Book 1589 at Page 074. A true and correct copy of the Mortgage is attached hereto as Exhibit C.

24. One year later, on November 17, 1999, Lorraine Crawford caused to be recorded a second mortgage on the Property in the amount of \$39,000 from Homeamerican Credit, Inc. d/b/a Upland Mortgage. The Mortgage was recorded in the Philadelphia County Recorder of Deed Office in Book 3366 at Page 464. A true and correct copy of the Mortgage is attached hereto as Exhibit D.

25. Two years after that, on July 31, 2001, Lorraine Crawford caused to be recorded a third mortgage on the Property in the amount of \$52,454.22 from Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania. The Mortgage was recorded in



the Philadelphia County Recorder of Deed Office as Document ID Number 50300415. A true and correct copy of the Mortgage is attached hereto as Exhibit E.

26. On December 19, 2001, Homeamerican Credit, Inc. d/b/a Upland Mortgage caused to be recorded a Satisfaction of Mortgage document regarding their November 7, 1999 mortgage. This document was recorded in the Philadelphia County Recorder of Deed Office as Document ID Number 50377397. See Exhibit F.

27. On September 25, 2006, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania caused to be recorded a Satisfaction of Mortgage document regarding their July 31, 2011 mortgage. This document was recorded in the Philadelphia County Recorder of Deed Office as Document ID Number 51537122. See Exhibit G.

28. On November 9, 2006, Lorraine Crawford caused to be recorded a fourth mortgage on the Property in the amount of \$81,000 from Nations Home Mortgage Corporation. The Mortgage was recorded in the Philadelphia County Recorder of Deed Office as Document ID Number 51569290. A true and correct copy of the Mortgage is attached hereto as Exhibit H.

29. On January 26, 2007, Lorraine Crawford caused to be recorded a quitclaim deed from Lorraine Crawford to Lorraine Smith, after marrying James Roscoe Smith, III. All subsequent documents—including mortgages—related to the Property continued to use the name “Lorraine Crawford.” A true and correct copy of the Quitclaim Deed is attached hereto as Exhibit P.

30. Also on January 26, 2007, Lorraine Crawford caused to be recorded a fifth mortgage on the Property in the amount of \$108,500 from Argent Mortgage Company, LLC.



The Mortgage was recorded in the Philadelphia County Recorder of Deed Office as Document ID Number 51619526. A true and correct copy of the Mortgage is attached hereto as Exhibit J.

31. On January 23, 2007, Nations Home Mortgage Company caused to be recorded a Satisfaction of Mortgage document regarding their August 25, 2006 mortgage. This document was recorded in the Philadelphia County Recorder of Deed Office as Document ID Number 51617018. A true and correct copy of the Mortgage is attached hereto as Exhibit I.

32. On September 26, 2007, an Assignment of Mortgage document was recorded in the Philadelphia County Recorder of Deed Office as Document ID Number 51779403 purporting to assign Lorraine Crawford's mortgage from Argent Mortgage Company, LLC to U.S. Bank, National Association, as Trustee for the CMLTI Asset-Backed Pass-Through Certificates, Series 2007-AMC3 ("US Bank"). A true and correct copy of the Mortgage is attached hereto as Exhibit K.

33. At some point unknown to Plaintiffs, but known to Defendant Ocwen Loan Servicing, LLC, Ocwen Loan Servicing, LLC, began servicing U.S. Bank's mortgage and acting as U.S. Bank's attorney in fact regarding this mortgage. Ocwen Loan Servicing was performing these two roles up to and at the time of Lorraine Crawford's death. See Exhibit Q.

34. On February 6, 2008, Lorraine Crawford caused to be recorded a sixth mortgage on the Property in the amount of \$12,500 in the form of a Homeowner's Emergency Mortgage Assistance Program ("HEMAP") loan from the Pennsylvania Housing Finance Agency ("PHFA"). This document was recorded in the Philadelphia County Recorder of Deed Office as Document ID Number 51851063. A true and correct copy of the Mortgage is attached hereto as Exhibit L.

35. On January 13, 2012, Lorraine Crawford caused to be recorded a seventh mortgage on the Property in the amount of \$50,000 in the form of an Emergency Homeowners' Loan Program ("EHLPP") loan from the Pennsylvania Housing Finance Agency ("PHFA"). This document was recorded in the Philadelphia County Recorder of Deed Office as Document ID Number 52434715. A true and correct copy of the Mortgage is attached hereto as Exhibit M.

36. On May 29, 2013, an Assignment of Mortgage document was recorded in the Philadelphia County Recorder of Deed Office as Document ID Number 52645480 purporting to assign Lorraine Crawford's January 13, 2012 EHLPP mortgage from PHFA to The Secretary of Housing and Urban Development ("HUD"). A true and correct copy of this Assignment is attached hereto as Exhibit N.

37. Lorraine Crawford died on December 18, 2013. See Exhibit O.

38. Lorraine Crawford is survived by her widower, James Roscoe Smith, III (DOB: 9/14/1951) and her three adult children, Tequina Simon (DOB: 11/16/1975), Khalilah Robinson (DOB: 1/1/1978), and Khalil Munir (DOB: 2/10/1982).

39. Plaintiffs received no benefit from funds that Lorraine Crawford may have received from the mortgages she took out on the Property.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter an Order, with respect to the real property known as 1331 South 17<sup>th</sup> Street, Philadelphia, PA 19146:

- a. Declaring that the deed recorded on November 3, 1998, is void.
- b. Declaring that interest in the Property be held as: Alfred Bowles (1/14 share), James Crawford (13/84 share), lawful heirs to Felicia Crawford (13/84 share), Rochelle Brown

(13/84 share), lawful heirs to Lorraine Crawford (13/84 share), Janice Crawford-Sharif (13/84 share), and Katherine Crawford (13/84 share).

c. Declaring that the mortgages on the Property currently held by Ocwen Loan Servicing, LLC, as attorney in fact for U.S. Bank, National Association (See Exhibits J and K); U.S. Bank, National Association (See Exhibit J and K); the Pennsylvania Housing Finance Agency (See Exhibit L); and the Secretary of the Department of Urban Development (See Exhibits M and N) encumber only the interest in the Property conveyed to the lawful heirs of Lorraine Crawford.

d. Directing the Office of the Recorder of Deeds to accept a copy of this Order as a miscellaneous instrument;

e. Granting Plaintiffs such other relief as the Court may deem just and proper.

Respectfully submitted,



Michael R. Froehlich, Esquire

[mfroehlich@clsphila.org](mailto:mfroehlich@clsphila.org)

Id. No. 92767

COMMUNITY LEGAL SERVICES INC.

1410 W. Erie Ave.

Philadelphia, PA 19140

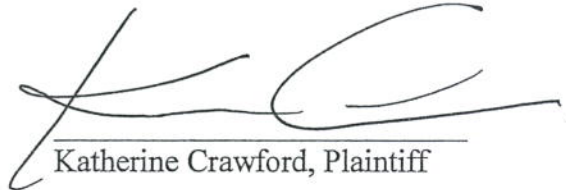
215-227-4733

Dated: 4/7/14

**VERIFICATION**

I, Katherine Crawford, verify that I am the Plaintiff in the within complaint, and that the facts contained in the foregoing complaint are true and correct to the best of my knowledge, information, and belief; and that this verification is subject to the penalties of 18 Pa. C.S.A. 4904 relative to unsworn falsification to authorities.

3/26/2014  
DATE

  
Katherine Crawford, Plaintiff

# Exhibit A

## EXHIBIT A

ALL THAT CERTAIN LOT OR PIECE OF GROUND WITH THE MESSAGE OR TENEMENT THEREON ERECTED SITUATE ON THE EAST SIDE OF 17TH STREET.

BEGINNING AT THE DISTANCE OF EIGHTY-FOUR FEET NORTH FROM THE NORTH SIDE OF REED STREET IN THE 36TH WARD OF THE CITY OF PHILADELPHIA.

CONTAINING IN FRONT OR BREADTH ON THE SAID 17TH STREET SIXTEEN FEET AND EXTENDING IN LENGTH OR DEPTH OF THAT WIDTH BETWEEN LINES PARALLEL WITH SAID REED STREET SIXTY-TWO FEET TO A FOUR FEET WIDE ALLEY WHICH LEADS SOUTH INTO SAID REED STREET.

ADDRESS: 1331 SC 17TH ST; PHILA, PA 19146 TAX MAP OR PARCEL ID NO.: 10S10-17

# Exhibit B

D 0840 219

## DEED

This Indenture Made the 17 day of August, in the year of our Lord one thousand nine hundred and ninety-eight

BETWEEN

LORRAINE CRAWFORD, ADMINISTRATOR OF THE ESTATE OF JAMES CRAWFORD, SR., AND LORRAINE CRAWFORD, JAMES CRAWFORD, FELCIA CRAWFORD, KATHY CRAWFORD AND ROCHELLE SMITH BROVON (hereinafter called the Grantors)

AND

LORRAINE CRAWFORD (hereinafter called the Grantee)

WITNESSETH

The Grantors for and in consideration of the sum of ONE DOLLAR (\$1.00) paid to Grantors by Grantee, the receipt of which is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto Grantee, her heirs and assigns, as tenants by the entireties.

ALL THAT CERTAIN lot or piece of ground with the messuage or tenement thereon erected. SITUATE on the East side of 17th Street.

BEGINNING at the distance of Eighty-four feet North from the North side of Reed Street in the 36th Ward of the City of Philadelphia.

1331 S.

CONTAINING in front or breadth on the said 17th Street Sixteen feet and extending in lengthor depth of that width between lines parallel with said Reed Street Sixty-two feet to a four feet wide alley which leads South into said Reed Street.

BEING the same premises which ALFRED E. BOWELS AND SHARON A. BOWLES by deed dated November 20, 1971 and recorded December 7, 1971 in Philadelphia County in Deed Book DCC 425 Page 346 conveyed onto SARAH A. CRAWFORD, in fee.

AND THE SAID SARAH A. CRAWFORD died on \_\_\_\_\_ leaving as her surviving heirs, Her Husband, JAMES CRAWFORD, SR. and Her Children, LORRAINE CRAWFORD, JAMES CRAWFORD, FELICIA CRAWFORD, KATHY CRAWFORD AND ROCHELLE SMITH BROVON.

From T. Decker  
COMMISSIONER OF RECORDS

000470

THIS DOCUMENT RECORDED  
98 NOV -3 PM 3:58



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AND THE SAID JAMES CRAWFORD, SR. departed this life on June 5, 1991 Intestate leaving as his surviving heirs, his children, LORRAINE CRAWFORD, JAMES CRAWFORD, FELICIA CRAWFORD, KATHY CRAWFORD AND ROCHELLE SMITH BROVON.

LETTERS OF ADMINISTRATION in the ESTATE OF JAMES CRAWFORD, SR., No. Of 1995, were granted to LORRAINE CRAWFORD on February 16, 1995.

This is a transfer from a parent's estate and their children/heirs to one child/sibling; therefore Transfer Tax exempt.

TOGETHER with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, in law, equity, or otherwise howsoever, of, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described with the messuage or tenement thereon erected hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, to and for the only proper use and behoof of the said Grantee, her heirs and assigns forever.

AND Grantors, their heirs, executors, and administrators do covenant, promise and agree, to and with said Grantee, her heirs and assigns, that the said Grantors and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and Assigns, against them, Grantors and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them, shall and will WARRANT and forever DEFEND.

D 0840 221

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seal. Dated the day and year first above written.

SEALED AND DELIVERED  
IN THE PRESENCE OF US:)

*Christy J. Jolley*

*Lorraine Crawford* (SEAL)  
LORRAINE CRAWFORD, ADMINISTRATOR

*Lorraine Crawford* (SEAL)  
LORRAINE CRAWFORD, INDIVIDUALLY

*James Crawford* (SEAL)  
JAMES CRAWFORD

*Felicia Crawford* (SEAL)  
FELICIA CRAWFORD

*Kathy Crawford* (SEAL)  
KATHY CRAWFORD

*Rochelle Smith Brovon* (SEAL)  
ROCHELLE SMITH BROVON

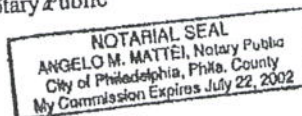
D 0840 222

Commonwealth of Pennsylvania )  
County of Phila ) ss:

On this the 14 day of August, 1998, before me, a Notary Public for the Commonwealth of Pennsylvania, the undersigned Officer, personally appeared LORAIN CRAWFORD, JAMES CRAWFORD, FELICIA CRAWFORD, KATHY CRAWFORD AND ROCHELLE SMITH BROVON known to me (satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Angelo M. Mattei  
Notary Public



The address of the within named Grantee  
is 1331 S. 17th St.  
Phila, PA 19146

ACCOMMODATION ONLY - NOT INSURED

Office for Recording of Deeds, in and for  
Book No.

page &c.

In Deed

Witness my hand and seal of Office this

Day of

Anno Domini 19

Record and return to  
Thomas H. Baker, Esquire  
One Northbrook Corporate Center  
Trevose, PA 19053

PA4037



D 0840 223

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION		BOOK NO.  PAGE NO.
Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is/are not set in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).		DATE RECORDED  CITY TAX PAID <u>0</u>
<b>A. CORRESPONDENT - All inquiries may be directed to the following person:</b>		
NAME <u>BAKER + MCGALEN</u> Suite 320	TELEPHONE NUMBER: AREA CODE <u>215</u> <u>364-3994</u>	
STREET ADDRESS <u>One Northbrook Corp Ctr.</u>	CITY <u>Trefose</u>	STATE <u>PA</u> ZIP CODE <u>19053</u>
<b>B. TRANSFER DATA</b>		
GRANTOR(S) <u>LORRINE CRAWFORD, ADM. ESTATE OF</u>		DATE OF ACCEPTANCE OF DOCUMENT
GRANTOR(S) <u>JAMES CRAWFORD, SR. AND LORRAINE CRAWFORD JAMES, JR. + MARY CRAWFORD + ROCHELLE SMITH BROWN</u>		GRANTEE(S) <u>LORRINE CRAWFORD</u>
STREET ADDRESS <u>1331 S. 17th St.</u>	STREET ADDRESS <u>1331 S. 17th St.</u>	
CITY <u>Phila</u> STATE <u>PA</u> ZIP CODE <u>19146</u>	CITY <u>Phila</u> STATE <u>PA</u> ZIP CODE <u>19146</u>	
<b>C. PROPERTY LOCATION</b>		
STREET ADDRESS <u>1331 S. 17th St.</u>		CITY, TOWNSHIP, BOROUGH <u>PHILA</u>
COUNTY <u>Phila</u>	SCHOOL DISTRICT <u>Phila</u>	TAX PARCEL NUMBER <u>10 8-1-17</u>
<b>D. VALUATION DATA</b>		
1. ACTUAL CASH CONSIDERATION <u>\$1.00</u>	2. OTHER CONSIDERATION <u>0</u>	3. TOTAL CONSIDERATION <u>\$1.00</u>
4. COUNTY ASSESSED VALUE <u>\$2,980.00</u>	5. COMMON LEVEL RATIO FACTOR <u>3.46</u>	6. PAID MARKET VALUE <u>\$9,964.00</u>
<b>E. EXEMPTION DATA</b>		
1A. AMOUNT OF EXEMPTION <u>100%</u>	1D. PERCENTAGE OF INTEREST CONVEYED <u>100%</u>	
<b>2. Check Appropriate Box Below for Exemption Claimed</b>		
<input type="checkbox"/> Will or Intestate succession (NAME OF DECEDENT) (ESTATE FILE NUMBER)		
<input type="checkbox"/> Transfer to Industrial Development Agency.		
<input type="checkbox"/> Transfer to agent or straw party. (Attach copy of agency/straw party agreement).		
<input type="checkbox"/> Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$		
<input type="checkbox"/> Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in condemnation. (Attach copy of resolution).		
<input type="checkbox"/> Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number Page Number Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).		
<input type="checkbox"/> Corrective deed (Attach copy of the prior deed).		
<input checked="" type="checkbox"/> Other (Please explain exemption claimed, if other than listed above.) <u>This is a transfer from a parent's estate to their children/</u> <u>husb to one child/siblings; religious transfer tax exempt.</u>		
Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to best of my knowledge and belief, it is true, correct and complete.		
SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY <u>Bridget Co</u>		DATE <u>8-14-98</u>

# Exhibit C

## WHEN RECORDED MAIL TO

Pacific Thrift and Loan Company  
Mortgage prepared by Pacific Thrift  
500 Ygnacio Valley Rd., #350  
Walnut Creek, CA 94596

Parcel Number: 10S1-17

Loan Number: 456780

M 1589 074

Record and return to  
Thomas H. Baker, Esquire  
One Northbrook Corporate Center  
Trevose, PA 19083

PA4037

000471  
J. T. Decker  
COMMISSIONER OF RECORDS

[Space Above This Line For Recording Data]

**MORTGAGE****NOTICE TO BORROWER:****THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE**

THIS MORTGAGE ("Security Instrument") is given on  
Lorraine Crawford

August 14, 1998

The mortgagor is

("Borrower").

This Security Instrument is given to Pacific Thrift and Loan Company, its successors and/or assigns

which is organized and existing under the laws of California

21031 Ventura Blvd., Woodland Hills, CA 91364

, and whose address is

("Lender").

Borrower owes Lender the principal sum of Twenty Eight Thousand and NO/100ths

Dollars (U.S. \$ 28,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Philadelphia County, Pennsylvania:

See Exhibit "A" attached hereto and made a part hereof.

which has the address of 1331 S. 17th Street, Philadelphia, PA 19146

["Property Address"]



M 1589 075

ALL THAT CERTAIN lot or piece of ground with the messuage or tenement thereon erected,  
SITUATE on the East side of 17th Street.

BEGINNING at the distance of Eighty-four feet North from the North side of Reed Street in the  
35th Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said 17th Street Sixteen feet and extending in length or  
depth of that width between lines parallel with said Reed Street Sixty-two feet to a four feet wide  
alley which leads South into said Reed Street.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods



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that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Right in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.